

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

Kenny J. Dingler)	Case No. 19-20053 GLT
Debtor)	
)	Chapter 13
Kenny J. Dingler)	
Movant)	Related to document no. 93
)	
vs.)	
MCLP Asset Company, Inc. and Ronda)	
Winnecur, Esquire, Chapter 13)	
Trustee,)	
Respondents)	

MOTION TO AUTHORIZE FINAL NON-LMP MORTGAGE LOAN MODIFICATION
AGREEMENT

AND NOW, comes the debtor, by and through his attorney, Mary Bower Sheats, Esquire, and sets forth the following in support of his Motion to authorize his final Non-LMP Mortgage Modification Agreement:

1. On April 21, 2023, this Honorable Court approved the attached interim non-LMP mortgage modification order. (Exhibit “1”).
2. The above debtor’s residential mortgage lender has offered debtor the attached final non-LMP mortgage loan modification. (Exhibit “2”).
3. At the time when the debtor filed the above captioned proceeding, he had defaulted in payments on his 2017 loan modification agreement with his mortgage lender, and he owed arrears of \$16,435.75 as of the petition date.
4. The debtor has fallen behind in his chapter 13 payments on a number of occasions, necessitating changes to his plan payments in order to bring his plan current.

Attached hereto is local form 48, setting forth the following analysis of the proposed loan modification: **LOAN MODIFICATION SUMMARY**

Property Valuation: \$ 135,000

Source: value at time of filing the bankruptcy

Original Loan Amount: \$ 115,000

Origination Date: 11/1/2017 modification agreement
Executed by debtor pre-petition

Prepetition Arrears: \$ 16,435.75

As of Petition Date	Under Proposed Modification
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\$121,340.65	Principal Balance	\$101,065.40
7.004%	Interest Rate	6.750%
1/01/2038	Maturity Date	4/1/2054
\$753.75	P&I Payment	\$650.61
\$266.89	Escrow Payment	\$399.60
\$1,020.84	Total Payment	\$1,050.21
none	Balloon Payment	none
\$99,049	Cumulative Interest	\$134,917
85%	LTV	75%
\$1700	Ch. 13 Payment	\$1356
\$274	Ch. 13 Pmt. (Arrears)	0

5. Undersigned counsel reviewed the lender's escrow analysis in connection with the modification, and approval of the loan modification will bring any arrears in the Debtor's escrow account current, as set forth in the attached non-LMP loan modification agreement.
6. The existing plan is a zero per cent plan and no other creditors will suffer any prejudice as the result of the proposed non-lmp mortgage modification.

WHEREFORE, debtor respectfully requests this Honorable Court to enter the attached order.

Respectfully submitted,

Dated: July 20, 2023

/s/Mary Bower Sheats

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